

# **REQUEST FOR PROPOSALS**

## **HYDROGEN FUELING INFRASTRUCTURE STUDY**



RFP #600-01-601  
State of California  
California Energy Commission  
October 2001

## Table of Contents

<b>I. Introduction.....</b>	<b>1</b>
Background .....	1
What is the Purpose of this RFP?.....	1
How Is This RFP Organized? .....	1
How Much Funding is Available?.....	2
What Are the Key Activities and Dates? .....	2
How Do I Respond to this RFP? .....	2
How Can I Obtain Further Information? .....	2
Who Do I Contact?.....	3
What Are My Responsibilities For Submitting A Proposal?.....	3
<b>II. Work Statement.....</b>	<b>4</b>
About This Section .....	4
Scope of Work.....	4
Task 1Monthly Progress Reports .....	6
Task 2 Development of Research Plan.....	6
Task 3 Develop a Hydrogen Fueling Station Report .....	7
Task 4 Failure Modes and Effects Analysis Report.....	7
Task 5 Combined Natural Gas and Hydrogen Fueling Options .....	7
Task 6 Supply and Demand Analysis Report for Future Hydrogen Use.....	7
Task 7 Hydrogen Fueling Infrastructure Issues .....	8
Task 8 Technical paper.....	8
Task 9 Final Reports.....	8
Deliverables and Due Dates .....	9
Task 3 Develop a Hydrogen Fueling Station Report .....	9
<b>III. Proposal Format and Required Documents .....</b>	<b>11</b>
About This Section .....	11
How Many Copies Of My Proposal Do I Submit? .....	11
What Is The Required Format? .....	11
Volume 1 – Section 1, Administrative Response.....	12
Cover Letter .....	12
Table Of Contents .....	12
Required Administrative Forms .....	12
Volume 1 – Section 2, Technical Response.....	13
Summary .....	13
Description of Work Plan .....	13
Bidder's Approach To Performing The Technical Work.....	13
Team Qualifications and Relationships .....	13
Team Member Experience and Capabilities .....	14
Previous Work Products .....	14
References.....	15
Volume 2–Cost.....	15
Contract Payments.....	16

## Table Of Contents, Continued

<b>IV. Administration.....</b>	<b>18</b>
What Is An RFP?.....	18
How Are Key Words Defined?.....	18
Contractor Definition.....	18
Subcontractor Definition.....	18
What Is The Deadline For Submitting Proposals? .....	18
How Do I Deliver My Proposal?.....	19
Where Do I Deliver My Proposal?.....	19
How Many Copies Do I Submit? .....	19
Are There Important Administrative Details I Should Know? .....	19
How Do I Respond to this RFP? .....	21
Can The Commission Cancel This RFP? .....	21
Can The Commission Amend This RFP?.....	21
What Are The Contract Requirements?.....	21
What If I Decide To Modify Or Withdraw My Proposal? .....	22
Can I Use Sub-Contractors?.....	22
How Do I Know If I've Been Awarded A Contract? .....	22
What Happens To My Documents? .....	23
Commission Issued RFP.....	23
When Is The Deadline For Questions About This RFP?.....	23
Nondiscrimination Certification.....	23
Bidders' Admonishment.....	23
On What Grounds Would My Proposal Be Rejected? .....	24
What are the Protest Procedures?.....	24
<b>VI. Evaluation.....</b>	<b>26</b>
About This Section .....	26
How Will My Proposal Be Evaluated?.....	26
Do Small Businesses Get Extra Points? .....	27
How Will My Proposal Be Scored? .....	27
Criteria And Points .....	28

## Exhibit

### A Technical Evaluation Criteria Worksheet

## **Table Of Contents,** Continued

### **Attachments**

1	Contractor Status Form
2.1	Small Business/Disabled Veteran Business Enterprise Certification Application Instructions
2.2	Prime Bidder's Certification of Disabled Veteran-Owned Business Participation
2.3	List of Disabled Veteran Owned Business Participation
2.4	Documentation of Good Faith Efforts
3	Contractor Certification Clauses
4	Customer References
5	Standard Agreement

## **I. Introduction**

### **Background**

The California Energy Commission (Commission) has been directed to assist in the development of clean alternative transportation fuels. As part of this effort, the Commission is an active member of the California Fuel Cell Partnership (CaFCP), a public/private effort aimed at moving fuel cell vehicles towards commercialization. The CaFCP is conducting fuel cell vehicle demonstrations of both passenger vehicles and transit buses. These vehicles are presently operating on direct hydrogen.

While hydrogen for fuel cell vehicles (FCVs) can be provided from hydrocarbon fuels (e.g., methanol, gasoline, etc.) when an on-board reformer is present, many early demonstration fuel cell vehicles (FCVs) will rely on direct hydrogen for the foreseeable future. Since hydrogen has not been utilized extensively in the transportation sector, numerous issues must be addressed before widespread, cost effective hydrogen can be made available. These issues include hydrogen's production, storage, supply, safety, as well as other areas.

The goal of this contract is to determine the steps needed to prepare hydrogen infrastructure assuming a significant market penetration of fuel cell vehicles.

### **What is the Purpose of this RFP?**

The purpose of this Request for Proposal (RFP) is to select a contractor to conduct needed research on hydrogen-related infrastructure issues and assist the Commission and others with the many issues confronting the introduction of a new transportation fuel. Potential Bidders are expected to develop and present an approach for conducting in-depth research, carry out selected site visits and produce a series of reports.

### **How Is This RFP Organized?**

This Request for Proposal (RFP) is organized into the following six sections:

Section I	provides a summary and administrative overview of the RFP Requirements.
Section II	explains the work to be accomplished, and deliverables and due dates.
Section III	explains in detail the format, documents and technical expertise needed to submit a successful proposal.
Section IV	provides administrative detail including legal requirements of the RFP.
Section V	explains the evaluation process.

## **I. Introduction, Continued**

### **How Much Funding is Available?**

There is a maximum of \$500,000 available for the contract resulting from this RFP. This is an hourly rate plus cost reimbursement contract with a ceiling on the total contract amount. The Commission reserves the right to increase or decrease the amount of any contract as needed to meet budget or program requirements.

### **What Are the Key Activities and Dates?**

Key activities and times for this RFP are presented below. This is a tentative schedule, please call the Contracts Office to confirm dates.

<b>ACTIVITY</b>	<b>ACTION DATE</b>
RFP Release	October 5, 2001
Deadline for Written Questions	October 18, 2001
Pre-Bid Conference	October 19, 2001
Distribute Questions/Answers and Addenda (if any) to RFP	As Necessary
Deadline to Submit Proposals	November 30, 2001
Interviews (If necessary)	December 13-14, 2001
Notice of Proposed Award	December 19, 2001
Commission Business Meeting	January 23, 2002
Contract Start Date	February 1, 2002
Contraction Termination Date	March 31, 2004

### **How Do I Respond to this RFP?**

Responses to this solicitation shall be in the form of a Technical and Cost Proposal according to the format described in Section IV. The Technical Proposal shall document the Bidder's experience, qualifications, project organization and approach to perform the tasks described in the Work Statement found in Section III, and the Cost Proposal shall detail the Bidder's budget to perform such tasks.

### **How Can I Obtain Further Information?**

A Pre-Bid Conference will be held to answer questions. Please call (916) 654-4392 to confirm the time and date. Bidders are encouraged to attend this informational meeting:

**October 19, 2001 at 1:30 p.m.**  
**California Energy Commission**  
**1516 9<sup>th</sup> Street, Hearing Room B**  
**Sacramento, California 95814**  
**Telephone: (916) 654-4392**

## **I. Introduction, Continued**

Potential Bidders may ask questions about the requirements of this RFP. Bidders must prepare their questions in writing and send or FAX them to the Contact Person (see Who Do I Contact?). At the option of the Commission, questions may be answered orally at the Pre-bid Conference or in writing. All questions will be answered in writing and will be distributed to recipients of this RFP sometime after the Pre-Bid Conference and posted on the Commission's Web Site at [www.energy.ca.gov](http://www.energy.ca.gov). Deadline for written questions is October 18, 2001.

### **Who Do I Contact?**

Questions or clarifications about this RFP should be directed to:

ELIZABETH STONE, CONTRACT OFFICER  
California Energy Commission  
1516 Ninth Street, MS-18  
Sacramento, California 95814  
Telephone: (916) 654-5125  
FAX: (916) 654-4423

This RFP is available through the Commission's Web Site at:  
[www.energy.ca.gov/contracts](http://www.energy.ca.gov/contracts) Copies may be obtained by writing or calling:

California Energy Commission  
1516 Ninth Street, MS-18  
Sacramento, California 95814  
Telephone: (916) 654-4788  
FAX: (916) 654-4423

### **Verbal Communication**

Any verbal communication with a Commission employee concerning this RFP is not binding on the State or the Commission and shall in no way alter a specification, term, or condition of the RFP.

### **What Are My Responsibilities For Submitting A Proposal?**

Bidders must take the responsibility to:

- Carefully read this entire RFP
- Ask the appropriate questions in a timely manner
- Submit all required responses in a complete manner by the required date and time
- Make sure that all procedures and requirements of the RFP are followed and appropriately addressed
- Carefully reread the entire RFP before submitting a proposal.

## **II. Work Statement**

### **About This Section**

In this section, the Commission describes the tasks the contractor will be asked to perform under the direction of the Commission Contract Manager.

### **Scope of Work**

The contractor will conduct in-depth research, carry out selected site visits and produce a series of reports containing work that is outlined below. These reports will make up one overall study and will be reviewed and commented on by a technical review team that has been organized by the Commission. This technical review team is made up of government and industry fuel cell and hydrogen stakeholders, in addition to the Commission contract manager. This high quality study will be used by the Commission, as well as the agency's numerous stakeholders. These stakeholders include the members of the California Fuel Cell Partnership, California transit districts, public and private fleets and others.

Part of this work will entail the review of all operations at a hydrogen fueling facility, such as that being used at SunLine Transit (Thousand Palms, CA). This will include hydrogen generation, transport, storage and use. The contractor shall review current operations of selected hydrogen fueling sites, including equipment, building codes, health and safety regulations, and industry standard recommended practices.

Various parameters influencing the regulatory and compliance requirements associated with these standards and codes, including intended applications and size of the hydrogen operations, will be examined.

The main products from this contract will be: 1) a report on key steps to developing a hydrogen fueling operation including safety issues and practices; 2) a Failure Modes and Effects Analysis (FMEA) on hydrogen production, storage, dispensing and road use; 3) a report evaluating the potential to develop a fueling station that is compatible with both natural gas and hydrogen fuel; 4) a report on long term supply and demand issues with hydrogen, including the cost of hydrogen fuel from various production sources (reformation, electrolysis, etc.); and other topics relevant to hydrogen fueling infrastructure.

The contractor shall provide monthly progress reports during the contract period, as well as a final report. In addition, the contractor will develop or collaborate on one or more technical papers for delivery at one or more technical hydrogen and/or fuel cell vehicle conferences. The contractor shall prepare a Final Report (made up of an estimated five individual reports as listed below) which will be made available to hydrogen stakeholders and the general public.



## **II. Work Statement, Continued**

### Contract Administration

The Contractor shall work cooperatively with the Commission's Contract Manager to ensure that the contract proceeds on schedule and within budget. The Contractor will be a sole organization with primary administrative, technical and legal responsibility for all of the work within the Work Statement, and shall manage the work of the entire project team (including subcontractors). The Contractor shall provide the following administrative tasks (as applicable):

- Hire additional subcontractors or vendors to obtain needed products and/or services through a competitive bidding process pursuant to article 15 of the contract.
- Prepare and issue subcontractor agreements that convey all of the provisions contained in the contract between the Commission and the Contractor.
- Enforce contract provisions, and in the event of failure of a subcontractor to perform satisfactorily, recommend and take action to resolve the problem.
- Require subcontractors to provide adequate documentation for invoices including hours, rates and direct expenses and pay subcontractors for satisfactory products in a timely manner.
- Respond in a timely fashion to information requests or direction from the Commission's Contract Manager.
- Develop and maintain a process for managing the contract and reporting its progress and expenditures.
- Prepare and submit a monthly invoice, accompanied by any draft or final products and deliverables for that reporting period, for contract services and for payment of subcontractor invoices.
- Provide monthly progress reports to the Commission's Contract Manager.
- Provide Final Reports, including drafts

### Contracts with Subcontractors

The Contractor team may be augmented to include expertise not part of the original team. In some cases the Commission Contract Manager, at his/her sole discretion, or the Contractor, in consultation with the Contract Manager, may determine that the level of expertise or the services required are beyond that provided by the Contractor or its subcontractors or that a potential conflict of interest exists.

In these cases, the Contractor may replace subcontractors, or redirect work to other subcontractors, or employ additional subcontractors as directed by the Commission Contract Manager. The Commission Contract Manager may specifically designate a new subcontractor by name, or will request that the Contractor identify a suitable subcontractor based upon requirements established by the Commission Contract Manager.

If new Subcontractors are hired or added, the Contractor shall submit proposed Subcontractor contracts to the Commission for review and approval. At the same time, the Contractor shall provide the Commission with updated Disabled Veteran Owned Business Enterprise (DVBE)

## **II. Work Statement, Continued**

forms. The Contractor is responsible for the quality of all Subcontractor work and the Commission will assign all work to the Contractor.

### Monthly Invoices

The Contractor shall provide monthly invoices for all contract tasks and management expenses to the Commission's Accounting Office, including subcontractor invoices. The invoice must coincide with a monthly progress report.

### **Task 1 Monthly Progress Reports**

The Contractor shall provide written monthly progress reports to the Commission Contract Manager by the 15<sup>th</sup> of each month during the duration of the contract. The Contract Manager will specify the report format and the number of copies to be submitted. This reporting requirement will begin at the start of the contract resulting from this solicitation and will continue for each month for the duration of the contract. Each monthly progress report must coincide with and accompany monthly invoices. Each monthly progress report shall include:

1. The status of scheduled, on-going or completed work during the reporting period or since the previous report.
2. A discussion of any technical, scheduling, budgeting or other problems encountered during the report period.
3. A description of project expenditures and status of the contract budget. Any draft or final work products developed during the reporting period.

### **Task 2 Development of Research Plan**

The contractor shall prepare an agenda for a project initiation meeting, for the Contract Manager's approval. Prior to the meeting, the contractor shall prepare a list of all the necessary steps required to develop a safe, code compliant hydrogen fueling infrastructure for a fuel cell vehicle demonstration or fleet application, and shall produce initial recommendations for what equipment types and other attributes to study for each technology or process. Topics of discussion at this meeting shall include:

- pros and cons of alternative methodologies,
- potential users of the database collected, and what data wishes they have communicated to the contractor (or whether they remain to be contacted),
- data and database requirements,
- clarification of the availability and quality of current data,
- potential issues surrounding the execution and reporting of the results of the study, and
- discussion of items regarding the detailed work plan and the schedule of recommended tasks in the study.

## **II. Work Statement, Continued**

The Contractor shall submit a copy of the agenda, and recommendations, to the Commission Contract Manager.

### **Task 3 Develop a Hydrogen Fueling Station Report**

Following this meeting, the Contractor shall prepare a report on all necessary steps required to develop a safe, code compliant hydrogen fueling infrastructure for a fuel cell vehicle demonstration or fleet application in California. This report shall include heavy-duty applications (transit bus site) and light-duty fleet examples. The areas to be examined shall include, but are not limited to: detailing all applicable federal, state and local fire codes and building codes, station siting issues, all necessary safety measures and practices, and the differences for various fueling options – including on-site hydrogen production, mobile tube trailers and delivery of liquid hydrogen from specialty tankers. This report will be used as a blueprint for fleet operators developing a hydrogen fueling system.

### **Task 4 Failure Modes and Effects Analysis Report**

The Contractor shall develop a Failure Modes and Effects Analysis (FMEA) Report for integration and installation of the hydrogen equipment. Individual vehicle fleet sites, such as those at the SunLine Transit District and/or the California Fuel Cell Partnership, may be used for specific FMEA work. During and after the FMEA, questions may be raised about the codes and standards as well as safety issues. This work will entail discussions, research and in some cases testing. FMEA work shall include side-by-side risk comparisons with natural gas. This work shall include production, compression, storage, vehicle maintenance and on-road use for hydrogen.

### **Task 5 Combined Natural Gas and Hydrogen Fueling Options**

The Contractor shall prepare a combined natural gas and hydrogen fueling option report that identifies critical issues facing a California fleet operator who wants to install a gaseous fueling station that will be compatible for both compressed natural gas and compressed hydrogen. The Contractor shall identify necessary procedures, equipment changes, code compliance issues and other relevant activities needed to add hydrogen to an existing natural gas station. This future scenario shall include initially dispensing natural gas fuel only. At some future time, the operator could dispense primarily natural gas, with some use of hydrogen. Ultimately, the station may provide hydrogen exclusively or a combination of hydrogen and natural gas.

### **Task 6 Supply and Demand Analysis Report for Future Hydrogen Use**

The Contractor shall prepare a supply and demand analysis report that provides supply and price information for hydrogen as a transportation fuel. This report shall include examining the costs and challenges associated with the various hydrogen fueling options for California fleets, including delivered liquefied hydrogen, on-site natural gas reforming and on-site electrolysis.

## **II. Work Statement, Continued**

For delivered liquefied hydrogen, the Contractor shall evaluate what impact, if any, delivered hydrogen for fleets would have on the existing industries that utilize hydrogen (petroleum refining, etc.). The Contractor shall discuss ways of developing the infrastructure so that transit districts and other fleet operators can effectively grow from a few cars/buses to a mix of 25 percent to 50 percent of their fleet, utilizing as much of the infrastructure as possible. The Contractor shall develop a model fleet scenario and describe how it would grow the fuel cell vehicle portion of the fleet and map out a fueling strategy that fits its growth strategy.

### **Task 7 Hydrogen Fueling Infrastructure Issues**

The Contractor shall conduct research relevant to the critical hydrogen infrastructure issues, as determined by the Commission Contract Manager. This shall contain research and analysis work that is expected to arise during the contract term and is intended to assist the Commission's stakeholders in time critical efforts with regard to hydrogen-related infrastructure. *This will be budgeted up to \$90,000.*

### **Task 8 Technical paper**

The contractor shall develop or collaborate on one or more technical papers for delivery at one or more technical hydrogen and/or fuel cell vehicle conferences with the Commission Contract Manager. The Contractor shall, in conjunction with the Commission Contract Manager, assist in selecting a topic, and author, or co-author a technical paper on subjects listed in Tasks 2 to 6. If accepted, the Contractor or Commission Contract Manager will deliver the technical paper at a hydrogen or fuel cell technical conference.

### **Task 9 Final Reports**

#### **Summary**

At the conclusion of the contract, the Contractor shall provide a comprehensive final report, and a brief summary of the report, to the Commission Contract Manager. The Contractor shall prepare a summary that includes a statement of the problem, methods or techniques to solve the problem, conclusions and any additional follow-up or ongoing recommendations: The summary shall be prepared in language easily understood by the public or laypersons with a limited technical background.

#### **Abstract**

The Contractor shall prepare a brief (200 words or less) factual abstract of the most significant information contained in the final report.

## **II. Work Statement, Continued**

### **Final Report**

The contractor shall prepare a draft final report that includes Tasks 3 through Task 7. The final report shall consist of each separate report which were developed under Tasks 3 to 7. The final report shall be submitted in a draft form to the Commission Contract Manager for review and approval. The final report shall include the technical paper and the full project reports. The contractor shall review recommendations for changes to the report with the Commission Contract Manager and incorporate the agreed-upon changes into the final version of the report. The Contractor shall meet with the Commission to present the findings, conclusions, and recommendations.

After approval of the final report by the Commission Contract Manager, the contractor shall deliver, six bound paper copies, and one unbound paper copy of the report to the Commission Contract Manager. The unbound copy shall be single sided and camera ready, with graphics that are readable after photocopying. The contractor shall deliver six electronic copies (CD ROM or other Disk) of full study text in Microsoft Word <sup>TM</sup> (preferred) or PDF file (Adobe).

### **Deliverables and Due Dates**

#### General Requirements

The Contractor shall submit a draft of all work products to be reviewed and approved by the Commission Contract Manager prior to becoming final. Details of this requirement, such as format and schedules, will be developed in coordination with the Contract Manager and specified in the contract that results from this solicitation.

#### **Task 1**

Monthly Progress Reports	15 <sup>th</sup> of each month.
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#### **Task 2          Development of Research Plan**

Draft report	
Final report	April 30, 2002

#### **Task 3          Develop a Hydrogen Fueling Station Report**

Full draft and final FMEA work in report form	
Final draft	August 31, 2002

#### **Task 4          Failure Modes and Effects Analysis Report**

Draft report	
Final draft	November 30, 2002

## II. Work Statement, Continued

Task 5 Combined Natural Gas and Hydrogen Fueling Options Report

Draft report

Final draft March 31, 2003

Task 6 Supply and Demand Analysis Report for Future Hydrogen Use

Draft report

Final draft To be determined

Task 7 Hydrogen Fueling Infrastructure Issues

Completed technical paper

Final draft May 31, 2003

Task 8 Technical paper

Draft

Final To be determined

Task 9 Final Reports

Abstract

Summary

Final Report : September 30, 2003

### III. Proposal Format and Required Documents

#### About This Section

This section contains the detailed technical and mandatory proposal format requirements and the approach for the development and presentation of proposal data. The format is prescribed to enable the State to evaluate each proposal uniformly and fairly. Format instructions must be adhered to, all requirements and questions in the RFP must be responded to, and all requested data must be supplied.

#### How Many Copies Of My Proposal Do I Submit?

Mail or deliver an **original Proposal and 9 copies** to the address given in Section IV. The Bidder must submit the copies in two separately sealed envelopes labeled Volume 1, Technical Proposal and Volume 2, Cost for Request for Proposal #600-01-601.

#### What Is The Required Format?

##### Volume 1

The following topics constitute the mandatory order of presentation for a Proposal. Two-sided copying is preferred:

##### Section 1—Administrative Response

- Cover Letter
- Table of Contents
- Required Forms
  - ✓ Contractor Status Form
  - ✓ Small Business Preference Certification letter (if applicable)
  - ✓ Completed Disabled Veteran Business Enterprise forms
  - ✓ Certification Clauses Package
  - ✓ Customer References

##### Section 2—Technical Response

- Summary
- Approach to Tasks in Work Statement
- Approach to Project Management
- Description of Company Organization
- Team Qualifications and Relationships
- Team Member Experience and Capabilities (include Résumés)
- Proposed Program Schedule with Major Milestones and Tasks
- Previous Work Products
- References

### **III. Proposal Format and Required Documents, Continued**

#### **Volume 2**

Total cost to complete work tasks including detailed rates.

#### **Volume 1 – Section 1, Administrative Response**

##### **Cover Letter**

Each Bidder shall submit a cover letter on company letterhead that includes:

- A reference to: “REQUEST FOR PROPOSAL, No.600-01-601”;
- Summary of the Bidder’s ability to perform the services described in the Work Statement; and,
- Statement that the Bidder is willing to perform those services and enter into a contract with the State.

The cover letter must be signed by a person having the authority to commit the Bidder to a contract. If the Bidder claims a Small Business Preference, a statement to that effect shall also be included in the cover letter.

##### **Table Of Contents**

Each Proposal must include a Table of Contents, organized in the order cited above and include corresponding page numbers.

##### **Required Administrative Forms**

Every Bidder must complete and include the following forms with their proposal:

- Contractor Status Form, Attachment 1
- Small Business/Disabled Veteran Business Enterprise Application

When claiming a small-business preference, the Bidder may include a copy of the approved certification letter or application for certification. Government Code Section 14835, et seq., requires that a five-percent preference be given to Bidders who qualify as a small business. See Attachment 2.1 for instructions.

- Disabled Veteran Business Enterprise (DVBE) forms in Attachments 2.2-2.4. (Bidders who qualify as government agencies are exempt from this requirement).
- Contractor Certification Clauses, Attachment 3
- Customer References, Attachment 4



### **III. Proposal Format and Required Documents, Continued**

#### **Volume 1 – Section 2, Technical Response**

##### **Summary**

Provide a brief summary of your overall approach to achieving the goals and objectives in the Work Statement, highlighting any outstanding features and/or qualifications your team possesses relevant to performing the work, including managing the project and evaluating its effectiveness.

##### **Description of Work Plan**

Clearly describe your proposed work plan, explaining in detail your plan for achieving the Commission's goals and objectives listed in the Work Statement. Your project description shall include:

- Your proposed methods for market research and analysis.
- Your proposed method to conduct Failure Modes and Effects Analysis
- Your proposed method for developing supply/demand forecasts and cost comparisons
- What activities will be performed and who will perform them.
- Length of time to complete key activities (including individual tasks) with project schedule
- Provide your proposed plan to successfully administer this contract. Explain how you propose to deliver quality products on schedule and within the contract budget. If appropriate, discuss your methods and approach to managing the subcontractors on the team.
- Deliverables - For each general work statement task area listed above, describe the products and deliverables that will be developed for each task.

Provide your rationale for why the products and deliverables specified in your proposal are appropriate given the proposed strategies. Include a discussion of why your proposed tasks, schedule and due dates are logical, reasonable and appropriate.

##### **Bidder's Approach To Performing The Technical Work**

The proposal shall contain a detailed description of how the work will be performed. This shall include the specific methodology, which the Bidder proposes for each task of the project. (See Work Statement for an explanation of project tasks.) The intent of this section is to demonstrate the Bidder's expertise and ability to perform an effective and efficient engagement.

##### **Team Qualifications and Relationships**

Identify and describe the prime contractor (organization/company) and briefly describe each organization on the team, including subcontractors (DVBs, if applicable), highlighting any special expertise that will be utilized in achieving the project objectives outlined in the Work

### **III. Proposal Format and Required Documents, Continued**

Statement. Describe the strengths of your organization including accomplishments and past outreach efforts relevant to this project.

Provide an organizational chart that shows each team member and the relationships within each firm/company (including subcontractor companies). Describe the relationship between your organization and others on your team (subcontractors), if applicable. Include any history of a working relationship between team members and highlight any relevant success stories.

Explain how your organization (and subcontractors) will provide the following capabilities or meets this criteria:

- Years of experience in relevant business
- Financial soundness of business
- Staff resources (list current & anticipated duties during contract term for each personnel)
- Approach to data collection, quantitative analysis and reporting

#### **Team Member Experience and Capabilities**

Describe all technical and professional staff members that will be assigned to this project. Clearly define which team members will work on each task area outlined in the Work Statement. Indicate how all team members are qualified to perform the proposed work, showing previous relevant work. Provide the title or classification of each significant team member as it applies to this project, and specify his/her roles and functions that will be utilized for this project. Provide resumes for each team member who will be working on this project including current job classification, education, professional experience, and areas of responsibility in each member's organization. List the availability of each individual by person hours and percentage of time that person will be assigned to each task.

Identify the individual who will oversee and manage the proposed project. State how project manager has demonstrated capabilities to manage the work proposed, providing at least one example of a similar study managed by that individual.

#### **Previous Work Products**

Describe and provide at least one example of a similar previous study that demonstrates successfully completed relevant work by your organization or team that includes:

- Experience with hydrogen research and writing for project of similar size and scope
- Knowledge of codes and standards for gaseous transportation fuels
- Knowledge of infrastructure requirements for hydrogen
- Experience in developing supply/demand forecasts and cost comparisons

### **III. Proposal Format and Required Documents, Continued**

#### **References**

Bidders must provide a list of at least four (4) clients or employers who have received similar services from the Bidder or the Bidder's personnel or subcontractors, during the last five (5) years by completing Attachment 4, "Customer References." Such services should be of comparable complexity to the services requested in this RFP. Complete at least one customer reference form for each team member or company and include the completed forms in Section 1 of Volume 1 of Bidder's proposal.

All references must include the name and telephone number of a contact person with the contacting organization. These individuals, as well as others, may be contacted by the Commission when reviewing the submitted proposals. Final evaluations filed with the State on Bidder's past contract performance may be reviewed; therefore, the Bidder may wish to discuss any disagreements he/she has with those evaluations.

#### **Volume 2—Cost**

##### Cost Summary Letter

The RFP response shall state the Bidder's costs for carrying out the project as outlined during the period of the contract. The costs must be displayed utilizing a cost cover letter on the organization's letterhead.

##### Total Cost To Complete Project

Provide a detailed budget for each task and product for this project. (Note that Task 5 is set at \$90,000).

Provide the total cost of the project, with a breakdown showing how the cost was determined and method of payment. Dedicated word processing and other clerical support hours to be provided by clerical staff must be shown separately from hours calculated for project management, research, and other professional work.

When preparing this section, be sure to take into consideration the length of the project and include increases in salaries and wages, general and administrative, overhead, etc.

#### **Travel**

Provide travel costs in the budget for the following meetings or site visits (assume these meetings or visits are a minimum of four hours each):

Two site visits to Palm Springs area.

Two site visits to San Francisco or San Jose area.

Three meetings in Sacramento.

### **III. Proposal Format and Required Documents, Continued**

*And*, include in travel budget \$1200 for a two day conference for presenting technical paper.

#### **NOTE**

The rates you bid are a part of the final contract and may not be changed. The Commission will accept a Federal Government audit of general and administrative, overhead, and labor rates. Proof must be provided in the proposal to support your rates.

The following is a list of items that must be included in your project cost:

- Bidder's Direct Labor - List name, classification, and rate per hour and number of hours by task.
- Subcontractors/Consultants – Name, Technical Specialty, rate per hour/day, and number of hours/day by task.
- Travel and per diem - Identify other anticipated destinations, number of trips, and cost per trip. Travel expenses incurred will be reimbursed at no more than the State per diem rates for non-represented State employees, and must be included in the Bidder's cost. International travel expenses incurred will be reimbursed at no more than the U.S. Government rate for meals, incidental and lodging expenses. Receipts for lodging are required and subject to the Commission Contract Manager's approval.
- Supplies/Equipment
- Information Technology - Cost for machine time – such as cost of computer use (batch mode or time-share) and data entry. Unallowable Costs: expenditures for computers, computer equipment – purchased or leased, software – purchased or leased, and application-development services.
- Other Costs
- Overhead Rate - List basis of application and all items charged in overhead
- General and Administrative - List basis of application
- Fee (not allowed on subcontractors invoices)
- Identify any Disabled Veteran Business Enterprise by task and dollar amount.

### **Contract Payments**

The Bidder is required to provide, as part of the proposal response, a payment schedule specifying the tasks and deliverables upon which payments will be based. The Bidder must describe in the payment schedule the tasks to be performed, the associated deliverables that will be provided, and the cost for each task. The tasks and deliverables must correspond to the Project Tasks and Deliverables required under the Work Statement.

Payment for this contract will be made upon satisfactory completion and submission of a deliverable. In computing the amount of any payment, the Commission Contract Manager shall determine, after receiving an undisputed invoice, what the Contractor has earned during the period for which payment is being made, based on deliverables received and/or satisfactory

### **III. Proposal Format and Required Documents, Continued**

services rendered. In consideration for the contract work, the Commission may make monthly payments but only on the following conditions:

1. No payment in advance of services rendered, and not more frequently than one payment a month.
2. Receipt of deliverable and a progress report.
3. Approval of the deliverable or progress report by the Commission Contract Manager.

## **IV. Administration**

### **What Is An RFP?**

The competitive method used for this procurement of services is a Request for Proposal (RFP). A Proposal submitted in response to this RFP will be scored and ranked based on the criteria in Exhibit A. Every Technical Proposal must establish in writing the Bidder's ability to perform the RFP tasks listed in the Work Statement. The Commission will contract with the Bidder who satisfies the administrative requirements, technical criteria and who provides the lowest cost bid or lowest loaded hourly rate.

### **How Are Key Words Defined?**

Important definitions for this RFP are presented below:

<b>Word/Term</b>	<b>Definition</b>
State	State of California
DGS	Department of General Services
Commission	California Energy Commission
RFP	Request for Proposal, this entire document
Proposal	Formal written response to this document from contractor
Bidder	Respondent to this RFP

### **Contractor Definition**

The Contractor is defined as the firm that receives the contract for specific tasks from the Commission as a result of this RFP and shall be referred to as the "Contractor" in this RFP. The Contractor has primary and legal responsibility for all of the work within the Work Statement, is an expert in all of the management and administration areas, may be an expert in one or more of the task areas, and manages the work of the entire contract team.

### **Subcontractor Definition**

A subcontractor is defined as a firm or individual expert or consultant with financial/technical expertise to supplement the Contractor's expertise. The Contractor in conjunction with the subcontractor team is referred to as the contractor team. The Commission reserves the right to use some or all of the subcontractors belonging to the contractor team, and to remove, approve and/or designate additional subcontractors during the contract term.

### **What Is The Deadline For Submitting Proposals?**

All copies of your proposal must be delivered to the Commission Contract Office by **November 30, 2001, 5:00 p.m.** (PST)

## **IV. Administrative Requirements, Continued**

### **NOTE**

In accordance with Public Contract Code 10344, the Commission will **not** accept late Proposals (delivered after 5:00 p.m.). There are no exceptions to this law.

### **How Do I Deliver My Proposal?**

A Bidder may deliver a Proposal by:

- U. S. Mail;
- In person; or
- Messenger service.

All Proposals must be **delivered** to the Commission's Contracts Office by 5:00 p.m. (PST) on November 30, 2001. If a Bidder chooses either of the last two methods, delivery of all copies prior to 5:00 p.m. on November 30, 2001, must be made during normal business hours of 8:00 a.m. – 5:00 p.m., Monday through Friday. E-mail and facsimile (FAX) transmissions **WILL NOT** be accepted in whole or in part under any circumstances.

### **Where Do I Deliver My Proposal?**

California Energy Commission  
1516 Ninth Street, 1<sup>st</sup> Floor  
Contracts Office, MS-18  
Sacramento, California 95814

### **How Many Copies Do I Submit?**

Mail or deliver an **original Proposal and nine (9) copies** to the address given above. The Bidder must submit the copies in two separately sealed envelopes labeled Volume 1, Technical Proposal and Volume 2, Cost for Request for Proposal #600-01-601.

### **Are There Important Administrative Details I Should Know?**

#### Disabled Veteran Enterprises

This contract is subject to a participation goal of three percent (3%) for certified California Disabled Veteran Business Enterprises (DVBE) as set forth in Public Contract Code Sections 10115, et seq. See Attachments 2.1-2.4. Bidders must provide DVBE qualifications, experience and duties to be performed under the work statement. For each DVBE program participant, Bidders shall provide information requested in, and format required in Section IV.

A Short Explanation of the DVBE Process – If you are a non-governmental entity, you must have either three-percent DVBE participation, *or* you must demonstrate a good faith effort to obtain DVBE participation. It is important that you thoroughly read the instructions provided with each DVBE form. The DVBE compliance process is as follows:

## **IV. Administrative Requirements, Continued**

- ✓ *If you are proposing to meet the three-percent participation goals, complete and submit Attachment 2.2, Attachment 2.3, and a copy(ies) of the DVBE certification letter(s) from the Office of Small Business Certification and Resources (OSBCR).*
- ✓ *If you are proposing to partially meet the participation goals, complete and submit Attachment 2.2, Attachment 2.3, and attach a copy(ies) of the DVBE certification letter(s) from OSBCR, as well as Attachment 2.4 to demonstrate the good faith effort you performed to meet full participation. Your good faith effort must include advertising, which is explained on the reverse of Attachment 2.4.*
- ✓ *If you have no DVBE participation in your proposal, you must complete and submit Attachment 2.4 to demonstrate the good faith effort you performed in your attempt to meet participation. Your good faith effort must include advertising, which is explained on the reverse of Attachment 2.4.*
- ✓ *If you or a subcontractor has applied for DVBE certification, complete the appropriate Attachments as explained above, and include a copy of the application.*

### Small Business Preference

Government Code Sections 14835, et seq., requires that a five percent (5%) preference be given to any Bidder who is certified by the State of California as a small business. A Bidder who claims this preference may include a copy of its approved certification form in the Bidder's proposal.

### Bidders' Cost

The Bidder is responsible for the cost of developing a proposal, and this cost cannot be charged to the State.

### Drug-Free Workplace

The successful Bidder(s), by signing the final contract, certifies compliance with California Government Code Section 8350 et seq., which relates to providing a drug-free workplace.

### Americans With Disabilities Act

The successful Bidder(s), by signing the final contract, certifies compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

### Recycled Paper and Products

The successful Bidder(s) shall certify in writing the minimum, if not exact, percentage of recycled content of paper used in the performance of the contract, regardless of whether the product meets the required recycled product percentage defined in Section 12161 and 12200. The successful Bidder(s) may certify that the product contains zero recycled content. (PCC § 10308.5).



## **IV. Administrative Requirements, Continued**

### **How Do I Respond to this RFP?**

Responses to this solicitation will be in the form of a Technical and Cost Proposal according to the format described in Section III. The Technical Proposal shall document the Bidder's experience, qualifications, project organization and approach to perform the tasks described in the Work Statement found in Section II, and the Cost Proposal shall detail the Bidder's budget to perform such tasks.

### **Can The Commission Cancel This RFP?**

Yes, if it is in the State's best interest, the Commission reserves the right to do any of the following:

- Cancel this RFP;
- Amend this RFP as needed; or
- Reject any or all Proposals received in response to this RFP

### **Can The Commission Amend This RFP?**

If the RFP must be amended, the Commission will mail a formal written addendum to all parties who requested the RFP and will also post it on the Commission's Web Site <[www.energy.ca.gov/contracts](http://www.energy.ca.gov/contracts)> and Department of General Services' Web Site <[www.dgs.ca.gov/cscr](http://www.dgs.ca.gov/cscr)>.

#### Errors

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Bidder shall immediately notify the Commission of such error in writing and request modification or clarification of the document. Clarifications will be given by written notice of all parties who requested the RFP, without divulging the source of the request for clarification. The Commission shall not be responsible for failure to correct errors.

### **What Are The Contract Requirements?**

#### Term of the Contract

The term of the contract will be February 1, 2002, to March 31, 2004.

#### RFP in Final Contract

The content of this RFP shall be incorporated by reference into the final contract.

#### Contract Cancellation

The Commission reserves the right to terminate any contract awarded through this RFP by providing 30-days notice to the successful Bidder.

## **IV. Administrative Requirements, Continued**

### No Contract Until Signed & Approved

No agreement between the Commission and the successful Bidder is in effect until the contract is signed by the Contractor, approved at a Commission Business Meeting, and approved by the Department of General Services.

### Contract Amendment

The contract executed as a result of this RFP will be able to be amended by mutual consent of the Commission and the Contractor. The contract may require amendment as a result of project review, changes and additions, changes in project scope, or availability of funding.

### Audit

The Bureau of State Audits may audit a contract awarded under this RFP for a period of three years after the final payment or termination of the contract.

## **What If I Decide To Modify Or Withdraw My Proposal?**

### Withdrawal/Modification

A Bidder may, by letter to the Contact Person, withdraw or modify a submitted Proposal before November 30, 2001, at 5:00 p.m.(PST) Proposals cannot be changed after that date and time.

## **Can I Use Sub-Contractors?**

Yes. Any subcontractors the Bidder chooses to use in fulfilling the requirements of this RFP, that are expected to receive more than ten percent (10%) of the value of the contract, must also meet all administrative and technical requirements of this RFP. The Bidder must provide a summary of each subcontractor's qualifications, including DVBE firms, experience and duties that would be performed under the Work Statement.

Also, for all DVBE firms regardless of the amount they receive, the Bidder must provide a summary of the DVBE's qualifications, experience and duties that would be performed under the Work Statement. The summary shall contain the information requested in, and format required by, Section IV. DVBE cost information must also be included in the Cost Proposal.

The Contractor is responsible for the quality of all subcontractor work, and may only replace subcontractors as specified under the terms of the contract.

## **How Do I Know If I've Been Awarded A Contract?**

Subsequent to the Proposal evaluations, the Commission will post a "Notice of Proposed Award" at the Commission's headquarters in Sacramento, and on the Commission's Web Site, on or about December 19, 2001, after 12:00 noon at:

California Energy Commission  
Contracts Office

## **IV. Administrative Requirements, Continued**

1516 Ninth Street, MS-18  
Sacramento, CA 95814

### **What Happens To My Documents?**

On the Notice of Proposed Award date all proposals and related material, with the exception of work examples, submitted in response to this RFP become a part of the public record and are available for public disclosure. Bidders who want any work examples they submitted with their proposals returned to them shall provide either sufficient postage, or a U.P.S. or Courier Charge Code. If adequate postage or a charge code is not provided for as mentioned above the documents will be destroyed.

### **Commission Issued RFP**

The California Energy Commission has issued this RFP on behalf of the State of California. The Commission is the sole point of contact concerning this RFP. The Contact Person for questions is:

ELIZABETH STONE, CONTRACT OFFICER  
Telephone: (916) 654-5125  
FAX: (916) 654-4423

### **When Is The Deadline For Questions About This RFP?**

Potential Bidders may ask questions about the requirements of this RFP. Bidders must prepare their questions in writing and send or FAX them to the Contact Person. Questions will be answered in writing and distributed to recipients of the RFP. **The deadline for written questions is October 18, 2001.**

### **Nondiscrimination Certification**

Any bid, proposal, or offer for a contract which is submitted by a contractor who has been decertified from contracting with the State by the Department of Fair Employment and Housing (DFEH), shall be deemed to be nonresponsive. Refer to the California Notice Register for a list of decertified contractors. (Published by the Office of Administrative Law and available through the Office of State Printing).

### **Bidders' Admonishment**

This RFP contains the instructions governing the requirements for a firm quotation to be submitted by interested Bidders, the format in which the technical information is to be submitted, the material to be included, the requirements which must be met to be eligible for consideration, and Bidder responsibilities. Bidders must take the responsibility to carefully read the entire RFP,

## **IV. Administrative Requirements, Continued**

ask appropriate questions in a timely manner, submit all required responses in a complete manner by the required date and time, make sure that all procedures and requirements of the RFP are followed and appropriately addressed, and carefully reread the entire RFP before submitting a proposal.

### **On What Grounds Would My Proposal Be Rejected?**

A Proposal shall be rejected if:

- It is received after the exact time and date set for receipt of Proposal's pursuant to Public Contract Code, Section 10344.
- It is considered nonresponsive to the California Disabled Veteran Business Enterprise participation requirements.
- It is lacking a properly executed Certification Clauses, Attachment 3.
- It contains false or intentionally misleading statements or references which do not support an attribute or condition contended by the Bidder.
- The Proposal is intended to erroneously and fallaciously mislead the State in its evaluation of the Proposal and the attribute, condition, or capability is a requirement of this RFP.
- There is a conflict of interest as contained in Public Contract Code Sections 10410, 10411 and/or 10365.5.

A Proposal may be rejected if:

- It is not prepared in the mandatory format described.
- It is unsigned.
- The firm or individual has submitted multiple proposals for each task.
- It does not literally comply or contains caveats that conflict with the RFP and the variation or deviation is not material, or it is otherwise nonresponsive.
- The Commission may waive any immaterial defect or deviation contained in a Bidder's proposal. The Commission's waiver shall in no way modify the proposal or excuse the successful Bidder from full compliance.

### **What are the Protest Procedures?**

A Bidder may file a protest against the proposed awarding of a contract. Once a protest has been filed, contracts will not be awarded until either the protest is withdrawn, or the Commission cancels the RFP, or the Department of General Services decides the matter.

Please note the following:

- Protests are limited to the grounds contained in the California Public Contract Code Section 10378.

#### **IV. Administrative Requirements, Continued**

- During the five working days that the Notice of Proposed Award (NOPA) is posted, protests must be filed with the DGS Legal Office and the Commission Contracts Office.
- Within five days after filing the protest, the protesting Bidder must file with the DGS and the Commission Contracts Office a full and complete written statement specifying the grounds for the protest.
- If the protest is not withdrawn or the solicitation is not canceled, DGS will decide the matter. There may be a formal hearing conducted by a DGS hearing officer or there may be briefs prepared by the Bidder and the Commission for the DGS hearing officer consideration.

## VI. Evaluation

### About This Section

This section explains how the proposals will be evaluated. It describes the evaluation stages, preference points, and scoring of all proposals. A Bidder's proposal will be evaluated and scored based on its response to information requested in Sections II and III.

During the evaluation and selection process, the Commission may interview a Bidder for the purpose of clarification and verification of information provided in the proposal.

### How Will My Proposal Be Evaluated?

To analyze all Proposals, the Commission will organize an Evaluation Committee whose members have expertise in evaluating consulting services. The Proposals will be analyzed in three stages:

#### Stage One: Fulfillment of RFP Mandatory Format

The Contracts Office will first identify those Bidders whose Proposals adhere to the required format outlined in Section IV; Bidders who do not follow the required format or submit the required forms may be eliminated from the competition.

#### Stage Two: Evaluation of Proposals

The Evaluation Committee will then evaluate and score all remaining Proposals based on the Evaluation Criteria Worksheet, Exhibit A. The Committee may, at its discretion, seek clarification of any point in the written technical proposal through a conference call with the affected Bidder. After the technical evaluation, those Bidders who pass the minimum required technical score of 480 points (60%) may be scheduled for an interview by the Committee. **Those Bidders not meeting the minimum technical score of 480 points will not be interviewed.**

#### Stage Two: Cost Proposal

Those proposals that pass the minimum technical points will have their cost proposal opened. The Small Business Preference will be applied, if applicable.

The contract will be awarded to the lowest Bidder who met the minimum technical and administrative requirements.

## **VI. Evaluation Criteria, continued**

### **Do Small Businesses Get Extra Points?**

Yes, each Bidder who is a State certified small business will receive a preference (extra points) of five percent of the lowest cost or price offered by the lowest responsible Bidder or proposer who is not a certified small business.

### **How Will My Proposal Be Scored?**

The Evaluation Committee will award points based on the following considerations. The point calculations reflect the averages of the combined scores of all Evaluation Committee members.

#### Fail (0 points)

Zero points are awarded for responses considered to be unacceptable, such as:

- Is not in substantial accord with the RFP requirements;
- Has a potential significant effect on the amount paid or net cost to the State or the quality or quantity of product and/or service;
- Provides an advantage to one competitor over the other competitors, for example, not paying minimum wages.

#### Minimally Acceptable (1-3 points) Below average response, such as:

- The proposal states a requirement, but offers no explanation of how or what will be accomplished;
- The response contains a technical deficiency which is an inaccurate statement or reference concerning the how, what, where, or when, which is part of an overall statement or description.

#### Meets Minimum Requirements (4-6 points) Average response, such as:

- Satisfies the minimum requirements and describes generally how and/or what will be accomplished.

#### Exceeds Minimum Requirements (7-9 points) Above average response, such as:

- Satisfies the minimum requirements and specifically describes how and/or what will be accomplished in an exemplary manner, using sample products and illustrative materials (i.e., diagrams, charts, graphs, etc.).

## **VI. Evaluation Criteria,** continued

Exceptional (10 points) Superior response, such as:

Exceeds the minimum requirements and specifically describes how and/or what will be accomplished both quantitatively and qualitatively, using sample products and illustrative materials (i.e., diagrams, charts, graphs, etc.).

### **Criteria And Points**

The Evaluation Committee will review and evaluate the Proposals and interviews based on the Evaluation Criteria Worksheet. See Exhibit A.



## EXHIBIT A

### Hydrogen Fueling Infrastructure Study Evaluation Criteria Worksheet

Category	Weight Factor	Points (1-10)	Weighted Points
<b>A) Organizational Suitability</b>			
1) Years of experience in relevant business	4		
2) Financial soundness of company	4		
3) Adequate staff resources (list current & anticipated duties during contract term for each personnel)	4		
4) Organizational background	4		
5) Organization free from conflict of interest or industry bias	4		
Max Points/Category A	200		
<b>B) Company Experience and Qualifications</b> (including major subcontractors, if used)			
1) Educational qualifications of key personnel	3		
2) Experience with natural gas station development	3		
3) Experience with hydrogen research and writing for project of similar size and scope	3		
4) Experience with Failure Modes and Effects Analysis on fueling stations	3		
5) Knowledge of codes and standards for gaseous transportation fuels	3		
6) Knowledge of infrastructure requirements for hydrogen	3		
7) Experience writing technical papers in field	3		
8) Experience in developing supply/demand forecasts and cost comparisons	3		
Max Points/Category B	240		
<b>C) Approach and Methodology</b>			
1) Soundness of approach and likelihood of success	5		
2) Approach to conducting research	5		
3) Approach to data collection, quantitative analysis and reporting	5		
4) Scope and overall quality of proposal	5		
Max Points/Category C	200		
<b>D) Schedule</b>			
1) Approach to meet deliverables and due dates	8		
2) Proven ability to meet schedules of past work	8		
Max Points/Category D	160		
<b>Total Points</b>			
<b>Minimum Points Possible to Pass (60%)</b>	480		
<b>Maximum Points Possible</b>	800		

# ATTACHMENT 1

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION  
Contracts Office

## CONTRACTOR STATUS FORM

Contractor's Name \_\_\_\_\_

County \_\_\_\_\_

Address \_\_\_\_\_

Federal Employer ID

# \_\_\_\_\_

Phone

# \_\_\_\_\_

FAX

# \_\_\_\_\_

### STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS

☐ Individual

☐ Limited Partnership

☐ General Partnership

☐ Corporation

☐ Other

#### INDIVIDUAL

If a sole proprietorship, state the true name of sole proprietor:

#### PARTNERSHIP

If a partnership, list each partner, including limited partners, stating their true name and their interest in the partnership:

#### CORPORATION

If a corporation, place and date of incorporation:

Date corporation was authorized by Sect. of State:

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Agent for service of process and address if different from above:

#### OTHER

Explain:

#### SMALL BUSINESS PREFERENCE

Are you claiming preference as a small business?

☐ YES - Attach approval letter from Office of Small and Minority Business.

☐ NO

Date you filed for small business preference: \_\_\_\_\_

Your small business ID number: \_\_\_\_\_

NOTE: This form must be completed or your proposal may be rejected.

## ATTACHMENT 2.1

### SMALL BUSINESS AND DVBE CERTIFICATION INSTRUCTIONS

The OSBCR address and phone for Small Business Preference and DVBE information is:

Department Of General Services  
Office of Small Business Certification and Resources  
1531 I Street, 2nd Floor  
Sacramento, CA 95814-2016  
Phone No.: (916) 322-5060

#### Small Business Certification

In order to receive Small Business Preference, Bidder must either be certified by the State Department of General Services, Office of Small Business Certification and Resources (OSBCR) as a small business, or be self-certified pursuant to the Federal Government.

#### DVBE Certification

- o Each DVBE firm listed on Attachment 2.3 must be formally certified as a DVBE by OSBCR. The DVBE program is not a self-certification program. DVBE certification must be approved by OSBCR by the notice of award date of the contract to be counted in meeting participation goals.
- o A copy of the certification letter approved by, or a copy of the certification form submitted to OSBCR must be included in the proposal package.

To qualify as a DVBE, the DVBE must:

- 1) Be a California resident;
- 2) Own 51% of the firm and meet the requirements: in 3) and 4) below.
- 3) Provide to the OSBCR, by no later than 5:00 p.m. on the date on which the proposal is due, an Award of Entitlement from the United States Department of Veterans Affairs or the United States Department of Defense, issued within 6 months of the date on which certification is sought, which would certify or declare the existence of a service-connected disability, of at least 10 percent, at the time of application for or renewal of certification as a DVBE, and
- 4) Meet all requirements set forth in Article 6 (commencing with Section 999) of Chapter 6, Division 4 of the California Military code.

The Internet addresses are:

**OSBCR Homepage:** <http://www.dgs.ca.gov/osbcr>

This internet site provides general information about the DVBE program and certification process.

**DVBEList:** <http://www.dgs.ca.gov/osbcr/dvbe/dvbe.htm>

OSBCR maintains a list of certified DVBEs. The list is separated into three main subject areas: Commodities, Construction, and Services. Within each subject area, there are more specific areas of expertise. The Energy Commission does not have separate DVBE lists.

ATTACHMENT 2.2

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION  
Contracts Office

**PRIME BIDDER'S CERTIFICATION OF  
DISABLED VETERAN-OWNED BUSINESS PARTICIPATION**

*See Instructions on Reverse*

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I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a disabled veteran business enterprise complies with the relevant definition set forth in Section 1896.62(d) of Title 2, California Code of Regulations hereof.

In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims against the State, and Section 10115.10 of the Public Contract Code making it a crime for intentionally making an untrue statement in this certificate.

COMPANY NAME/BIDDER (Please type or print)	RFP #
BIDDER'S SIGNATURE	DATE SIGNED
PRINTED NAME OF PERSON SIGNING	TITLE OF PERSON SIGNING (Business Owner/Chief Executive Officer)

NOTE: *If DVBE participation is proposed, this form must be completed and signed by the bidder or the proposal will be rejected.*

Bidder's Certification of DVBE Participation - Attachment 2.2

**If the bidder is proposing to meet the DBVE participation goal**, the bidder must sign a certification that each firm listed on Attachment 2.3 meets the legal definition of DVBE and the bidder is aware of the penalties for fraud.

- o Company Name - legal company name of prime bidder.
- o Bidder's Signature - person authorized (CEO) to sign.
- o Printed Name - printed name of person who signed.
- o Title - title of person signing - Business Owner, Chief Executive Officer, Manager.

Only the company (bidder) submitting the proposal must sign this certification.

ATTACHMENT 2.3  
RFP 600-01-601

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION  
Contracts Office

LIST OF DISABLED VETERAN OWNED BUSINESS PARTICIPATION

(1) Company Name	(2) Nature of Work	(3) Contracting With	(4) TIER	(5) Claimed 2) DVBE Value %	(6) Certification Letter from OSMB Attache
TOTAL				%	

NOTE: *If proposing participation goals, this form must be completed or your proposal will be rejected. See instructions on reverse of this form of the RFP.*

ATTACHMENT 2.3  
RFP 500-01-501

DVBE Participation List – Attachment 2.3

**If the participation goals are partially or fully met**, Attachment 2.3 must be completed detailing the type of work, the companies (subcontractors and vendors) proposed for DVBE participation, and all other related information.

Col. 1 - DVBE company name - each DVBE company must be certified by or have submitted Attachment 4 (application for DVBE certification) to OSBCR by the proposal due date.

Col. 2 - Nature of Work - Type of Expertise, Technology, Service, Supplier, etc.

Col. 3 - Contracting with - Company name that the DVBE company is contracting with. For example, the bidder may be contracting with a company (XYZ, Inc.) who deals with a DVBE. Then XYZ, Inc. would be entered in Column 3.

Col. 4 - Tier - Contracting tier according to the following:

0 = Bidder;

1 = Primary subcontractor/supplier;

2 = Subcontractor/supplier of Level 1 subcontractor/ supplier;

3 = Subcontractor/supplier of Level 2 subcontractor/ supplier.

Col. 5 - Claimed DVBE, % value.

Percent of contract dollars committed to the DVBE listed. This percentage is the amount that will be paid to each DVBE company/vendor from the contract funds.

NOTE: This percentage is not the ownership of the company.

Col. 6 - Certification Letter attached.

This column is a checkpoint for you to ensure that all of the DVBE certification letters are in your proposal. If a certification letter is omitted, that DVBE company cannot be counted towards meeting the goals.

**DVBE certification** approval letter or a copy of the DVBE Application must be included in the proposal. DVBEs must be certified by the time of contract award in order to count in the participation goals.

You must clearly identify in the Work Statement, Tasks & Budget what services will be provided and the costs related to each DVBE.

ATTACHMENT 2.4

RFP 600-01-601

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION  
Contracts Office

DOCUMENTATION OF GOOD FAITH EFFORTS

Section 1. ORGANIZATION CONTACTS

List below the contacts made in an effort to identify potential DVBEs for participation in this contract. Include dates, times (if known), contact names and phone numbers.

Agency	Name	Phone	Date/Time
A. CA Energy Commission		(916) 654-4392	
B. Other State Agencies			
C. DVBE Organizations			

Section 2. ADVERTISING

List the trade papers and DVBE focused papers in which you advertised for participation in this contract. Include the dates of advertisement.

Trade	Ad Date	Publication Name	Copy Attached

NOTE: *If your proposal does not meet the 3% disabled veteran participation goal, this form must be completed to meet "Good Faith Efforts." These are the minimum requirements, therefore failure to fully complete each section of this form will result in rejection of the proposal as nonresponsive.*



**Attachment 2.4 (Continued)**

### Section 3. DVBEs CONSIDERED

- A. Attach Solicitation Sample or Phone Conversation.
- B. List DVBEs that you contacted for participation in this contract along with the dates you sent the solicitations or called them.
- C. List DVBEs that you considered for participation in this contract and state the reasons the DVBEs were not selected.

[illegible]

NOTE: *If your proposal does not meet the 3% disabled veteran participation goal, this form must be completed to meet "Good Faith Efforts." These are the minimum requirements. Failure to complete each section of this form will result in rejection of the proposal as nonresponsive.*

**ATTACHMENT 2.4 (CONTINUED)**  
**INSTRUCTIONS FOR ATTACHMENT 2.4**  
**DOCUMENTATION OF GOOD FAITH EFFORTS**

**If a bidder's proposal does not meet the participation goals, then the bidder must document its "good faith effort" to meet the participation goals. The minimum requirements for meeting good faith documentation under the law are CONTAINED in Attachment 2.4, therefore each item in Attachment 2.4 must be accomplished and documented. (Public Contract Code Part 10115.2) IF THE PROPOSAL DOES NOT MEET THE 3% DVBE PARTICIPATION THEN, FAILURE TO PERFORM, COMPLETE AND SUBMIT ATTACHMENT 2.4 WILL BE CAUSE FOR REJECTION OF THE FINAL PROPOSAL AS NONRESPONSIVE TO THE GOOD FAITH EFFORTS REQUIREMENT.**

Information is available at:

DGS-DVBE Resources Packet – [www.osmb.dgs.ca.gov/scrp/resource.pdf](http://www.osmb.dgs.ca.gov/scrp/resource.pdf) – 916-322-5060  
California Energy Commission DVBE handbook – 916-654-4392

**Part 1 - ORGANIZATION CONTACTS**

List each contact by date, time, name, and phone number. Each bidder is required at a minimum to undertake steps A, B, C, and D, and to document all efforts under each step. [Public Contract Code Part 10115.2 (b)]. *The purpose of making each of these contacts is to obtain the resources/contact groups who can refer you to or provide you with lists of DVBEs.*

*The DVBE list available from DGS consists of commodities and services (including consultant services).*

**Part 2 - ADVERTISING**

Advertising is required as part of the good faith effort documentation.

- o Advertising must be made in at least two publications: one trade (e.g., work being performed in the project and reimbursed by the Commission) and one DVBE focused.
- o Both advertisements must appear not less than 14 calendar days prior to bid proposal submittal date, to allow reasonable time for consideration of DVBEs.
- o The advertisements for DVBE (including names of publications, dates of advertisement and copies of advertisements) must be documented in the bidder's proposal.

**NOTE:** *General circulation newspapers such as the Los Angeles Times or the Sacramento Bee are not acceptable, since neither one qualifies as a trade or focus publication.*

**Part 3 - DVBE'S RESPONDING AND CONSIDERED**

List and identify each DVBE that was contacted and state the reason why they were not selected. DVBE businesses considered must have appropriate qualifications for the work to be performed in the project.

DVBE participation is not limited to any specific portion of the project work. Participation may be from technical firms, but it may also come from nontechnical firms that are part of your daily business operations such as travel agencies, stationary supplies, delivery companies, etc.

**NOTE:** *The bidder must make actual contact with DVBEs. Services provided by DVBEs must be a reimbursable item under the project.*

**ATTACHMENT 3**  
**RFP 600-01-601**  
**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1)

the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
  - a. Current State Employees (PCC 10410):
    - 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
    - 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
  - b. Former State Employees (PCC 10411):
    - 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
    - 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
  - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste

~~STANDARD SPECIFICATION~~  
**Std. CC (New 2-01)**

discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.

**Attachment 4**  
**RFP 600-01-601**  
**CUSTOMER REFERENCES**

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION  
CONTRACTS OFFICE

**CUSTOMER REFERENCES**

ATTACHMENT 4

Provide a minimum of 4 references, use additional pages as needed.

Reference #1

Name of Organization	
Address	
Contact Name	
Contact Title	
Contact Phone Number	
Describe the services and products your firm provided to the organization.	

## STANDARD AGREEMENT

D. 213 (NEW 02/98)

AGREEMENT NUMBER

This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

State Energy Resources Conservation and Development Commission

CONTRACTOR'S NAME

The term of this  
Agreement is:The maximum amount        \$  
of this Agreement is:The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made  
a part of the Agreement:

Exhibit A – Scope of Work

Page(s)

Exhibit B – Budget Detail and Payment

Page(s)

\* Exhibit C – General Terms and Conditions

GTC-201  
Number

(Dated)

Exhibit D – Special Terms and Conditions

Page(s)

Exhibit E – Additional Provisions

Page(s)

View at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

## CONTRACTOR

CALIFORNIA  
Department of General  
Services  
Use Only

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

\_\_\_\_\_  
(Authorized Signature)

DATE SIGNED)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

## STATE OF CALIFORNIA

AGENCY NAME

State Energy Resources Conservation and Development Commission

\_\_\_\_\_  
(Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Contracts Office Manager

ADDRESS

516 9<sup>th</sup> Street, Sacramento, CA 95814☐ Exempt per



## **EXHIBIT A**

### **SCOPE OF WORK**

#### **PURPOSE**

Contractor agrees to provide to the State Energy Resources Conservation and Development Commission (Commission) the services as described herein:

#### **Task 1**

Contractor shall....

Deliverable: List all deliverables

Due date: Month, day, year

#### **Task 2**

Contractor shall....

Deliverable: List all deliverables

Due date: Month, day, year

**EXHIBIT B**  
**Budget Detail and Payment Provision**

1. **INVOICING PROCEDURES:** Upon receipt and approval of an invoice, the State agrees to a TYPE OF PAYMENT payment to the Contractor in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

Invoices shall include the Agreement Number and shall be submitted in duplicate.

California Energy Commission  
Accounting Office, MS-2  
1516 9<sup>th</sup> Street, First Floor  
Sacramento, California 95814

2. **TRAVEL AND PER DIEM RATES:** Contractor shall be reimbursed for travel and per diem expenses using the same rates provided to nonrepresented state employees. Contractor may obtain current rates from the Commission Contract Officer. Travel expenses in excess of the state rates cannot be reimbursed.

1. **PAYMENT TERMS:** (*CONTACT OFFICER COMPLETES*)

- ☐ *Monthly Flat Rate*                      ☐ *Quarterly Flat Rate*                      ☐ *One –Time Payment*  
☐ *Itemized Monthly or Quarterly Invoice*  
☐ *Advance Payment Not to Exceed \$*  
☐ *Reimbursement/Revenue*  
☐ *Other (Explain) See Payment Schedule*

**CONDITIONS:**

- 1) Payment shall be made TYPE OF PAYMENT of services rendered upon receipt and approval of an invoice.
- 2) Payment shall be made to Contractor for an undisputed invoice. An undisputed invoice is an invoice submitted by the Contractor for which additional evidence is not required to determine its validity. Contractor will be notified via a Dispute Notification Form, within 15 working days of receipt of an invoice, if the State disputes the submitted invoice.
- 3) Payment is due to Contractor 45 days from the date a properly submitted undisputed invoice is received by the State.
- 4) The State will pay for State or local sales or use taxes on the services rendered or equipment, parts or software supplied to the Commission pursuant to this Agreement. The State of California is exempt from Federal excise taxes.

4. **FISCAL RECORD KEEPING**

Contractor shall furnish detailed itemization of, and retain all records relating to, direct expenses reimbursed to Contractor, and to hours of employment on this Contract by any employee of Contractor for which the Commission is billed. Such records shall be maintained for a period of three years after final payment of this Contract

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site:  
[www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

## **EXHIBIT D**

### **SPECIAL TERMS AND CONDITIONS**

1. **CONTRACT MANAGEMENT:**

- A. Contractor may change Project Director but the Commission reserves the right to approve any substitution of the Project Director.
- B. The Commission may change the Contract Manager by notice given Contractor at any time signed by the Contract Officer.

2. **STANDARD OF PERFORMANCE:** Contractor shall be responsible in the performance of Contractor's/subcontractor's work under this Agreement for exercising the degree of skill and care required by customarily accepted good professional practices and procedures. Any costs for failure to meet these standards, or otherwise defective services, which require reperformance, as directed by Commission Contract Manager or its designee, shall be borne in total by the Contractor/subcontractor and not the Commission. In the event the Contractor/subcontractor fails to perform in accordance with the above standard the following will apply: Nothing contained in this section is intended to limit any of the rights or remedies which the Commission may have under law.

- A. Contractor/subcontractor will reperform, at its own expense, any task that was not performed to the reasonable satisfaction of the Commission Contract Manager. Any work reperformed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Commission.
- B. The Commission shall provide a new schedule for the reperformance of any task pursuant to this paragraph in the event that reperformance of a task within the original time limitations is not feasible.
- C. If the Commission directs the Contractor not to reperform a task, the Commission Contract Manager and Contractor shall negotiate a reasonable settlement for satisfactory services rendered. No previous payment shall be considered a waiver of the Commission's right to reimbursement.

3. **REPORT CONTENTS:**

- A. Contractor will not disclose data or disseminate the contents of the final or any preliminary report without written permission of the Commission Contract Manager. Permission to disclose information on one occasion or public hearings held by the Commission relating to the same shall not authorize Contractor to further disclose and disseminate the information on any other occasion.
- B. Contractor will not comment publicly to the press or any other media regarding its report, or Commission's actions on the same, except to Commission staff, Contractor's

own personnel involved in the performance of this Contract, or at public hearing, or in response to questions from a legislative committee.

- C. If requested by Commission, Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by the Commission, and shall supply the Commission with evidence of these agreements.
- D. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality and nondisclosure of data.
- E. Ninety days after any document submitted has become a part of the public records of the State, Contractor may, if it wishes to do so at its own expense, publish or utilize the document, but shall include the following legend:

“LEGAL NOTICE”

**"This report was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this report; nor does any party represent that the use of this information will not infringe upon privately owned rights."**

- F. Notwithstanding the foregoing, in the event any public statement is made by the Commission or any other party, based on information received from the Commission as to the role of Contractor or the content of any preliminary or final report, Contractor may, if it believes the statement to be incorrect, state publicly what it believes is correct.
- 4. **PUBLIC HEARINGS:** If public hearings on the scope of work are held during the period of the Contract, Contractor will make available to testify the personnel assigned to this Agreement. The Commission will reimburse Contractor for compensation and travel of the personnel at the Contract rates for the testimony which the Commission requests.
  - 5. **DISPUTES:** In the event of a Contract dispute or grievance between Contractor and the Commission, both parties shall follow the following two-step procedure. Contractor shall continue with the responsibilities under this contract during any dispute.

A. Commission Dispute Resolution

The Contractor shall first discuss the problem informally with the Commission Contract Manager. If the problem cannot be resolved at this stage, the Contractor must direct the grievance together with any evidence, in writing, to the Commission Contracts Officer. The grievance must state the issues in the dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Commission Contracts Officer

and the Program Office Manager must make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Contracts Officer shall respond in writing to the Contractor, indicating a decision and explanation for the decision. Should the Contractor disagree with the Contracts Officer decision, the Contractor may appeal to the second level.

The Contractor must prepare a letter indicating why the Contracts Officer's decision is unacceptable, attaching to it the Contractor's original statement of the dispute with supporting documents, along with a copy of the Contracts Officer's response. This letter shall be sent to the Commission's Executive Director within ten (10) working days from receipt of the Contracts Officer's decision. The Executive Director or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter. The Executive Director may exercise the option of presenting the decision to the Commission at a business meeting. Should the Contractor disagree with the Executive Director's decision, the Contractor may appeal to the Commission at a regularly scheduled business meeting. Contractor will be provided with the current procedures for placing the appeal on a Commission Business Meeting Agenda.

#### B. Binding Arbitration

Should the Commission's Dispute Resolution procedure above fail to resolve a contract dispute or grievance to the satisfaction of the Contractor, the Contractor and Commission mutually may elect to have the dispute or grievance resolved through binding arbitration. If one party does not agree, the matter shall not be submitted to arbitration. The arbitration proceeding shall take place in Sacramento County, California, and shall be governed by the commercial arbitration rules of the American Arbitration Association (AAA) in effect on the date the arbitration is initiated. The dispute or grievance shall be resolved by one (1) arbitrator who is an expert in the particular field of the dispute or grievance. The arbitrator shall be selected in accordance with the aforementioned commercial arbitration rules. Arbitration is in lieu of any court action and the decision rendered by the arbitrator shall be final (not appealable to a court through the civil process). However, judgment may be entered upon the arbitrator's decision and is enforceable in accordance with the applicable law in any court having jurisdiction over this Agreement. The demand for arbitration shall be made no later than six (6) months after the date of the contract's termination, despite when the dispute or grievance arose, and despite the applicable statute of limitations for a suit based on the dispute or grievance.

The cost of arbitration shall be borne by the parties as follows:

- 1) The AAA's administrative fees shall be borne equally by the parties;
- 2) The expense of a stenographer shall be borne by the party requesting a stenographic record;
- 3) Witness expenses for either side shall be paid by the party producing the witness;
- 4) Each party shall bear the cost of its own travel expenses;
- 5) All other expenses shall be borne equally by the parties, unless the arbitrator apportions or assesses the expenses otherwise as part of his or her award.

At the option of the parties, any or all of these arbitration costs may be deducted from any balance of Contract funds. Both parties must agree, in writing, to utilize contract funds to pay for arbitration costs.

6. **TERMINATION:** This project may be terminated for any reason set forth below.
  - A. **With Cause**  
In the event of any breach by the Contractor of the conditions set forth in this Agreement, the Commission may, without prejudice to any of its legal remedies, terminate this Agreement for cause upon five (5) days written notice to Contractor.
  - B. **Without Cause**  
The Commission may, at its option, terminate this Agreement without cause in whole or in part, upon giving thirty (30) days advance notice in writing to the Contractor. In such event, the Contractor agrees to use all reasonable efforts to mitigate the Contractor's expenses and obligations hereunder. Also in such event, the Commission shall pay the Contractor for all satisfactory services rendered and expenses incurred prior to such notice of termination which could not by reasonable efforts of the Contractor have been avoided, but not in excess of the maximum payable under this Agreement.
7. **WAIVER:** No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of the Commission to enforce at any time any of the provisions of this Contract, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to be a waiver of those provisions, nor in any way affect the validity of this Contract or any part of it or the right of the Commission to thereafter enforce each and every such provision.
8. **CONTRACT IS COMPLETE:** Other than as specified herein, no document or communication passing between the parties to this Agreement shall be deemed as part of this Agreement.
9. **CAPTIONS:** The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.
10. **PRIOR DEALINGS, CUSTOM OR TRADE USAGE:** In no event shall any prior course of dealing, custom or trade usage modify, alter, or supplement any of these terms.
11. **NOTICE:** Notice to either party may be given using any delivery method, i.e., certified mail, Federal Express, United Parcel Service, or personal deliver, providing evidence of receipt, to the respective parties identified on page one of this Agreement.

Notice shall be effective when received, unless a legal holiday for the State commences on the date of the attempted delivery. In which case, the effective date shall be postponed 24 hours, or whenever the next business day occurs.

## **EXHIBIT E**

### **ADDITIONAL PROVISIONS**

1. **CONFIDENTIALITY:** The Commission Contract Manager and the Contractor will identify pre-existing confidential or proprietary items to be delivered under this Agreement.

**OR**

The Contractor has not identified any confidential or proprietary items to be delivered under this Agreement.

**OR**

The Commission agrees to keep confidential the items listed below.

**AND**

In the event there is a disagreement regarding confidential treatment of items to be delivered under the Agreement, the parties shall use the "Disputes" clause. Those items to be considered as confidential shall be subject to the Commission Executive Director's determination of confidentiality. If the Contractor wishes to appeal the Executive Director's determination, the appeal shall be made to the full Commission. If the Contractor disagrees with this determination, the Contractor may seek judicial review as per Title 20 CCR 2506, et seq.

A. Public and Confidential Deliverables

All deliverables including, but not limited to, progress reports, task deliverables and the Final Report shall not contain confidential information except when the Commission Contract Manager and the Contractor deem it necessary to include confidential information in a deliverable. In such event, the Contractor shall prepare the deliverable in two separate volumes, one for public distribution and one to be maintained in the Commission's confidential records located in the Contract's Office. Only those items specifically listed here or in a subsequent determination of confidentiality qualify as confidential deliverables.

B. Identifying and Submitting Confidential Information

All confidential information submitted by the Contractor shall be marked "Confidential" on each page of document containing the confidential information and presented in a sealed package to the Commission Contract Officer.

C. Future Confidential Information

The Contractor and the Commission agree that during this Agreement, it is possible that the Contractor may develop additional data or information that the Contractor considers to be protectable as confidential information. The Commission Contract Manager shall provide Contractor with a copy of the Commission's Application for Confidential Designation. Contractor must list all items and information along with justification for confidentiality and submit the application to the Commission Contract Manager. The Commission Executive Director makes the final determination of confidentiality. Such subsequent determinations will be added to this Exhibit.

2. **PROPOSAL INTERPRETATION:** This project shall be conducted in accordance with the terms and conditions of Commission Request for Proposal, Invitation for Bid or Request for Qualifications number \_\_\_\_\_, titled \_\_\_\_\_, Contractor's proposal dated \_\_\_\_\_ and this Agreement. The Contractor's proposal is not attached, but is



expressly incorporated by reference into this Agreement. In the event of conflict or inconsistency between the terms of this Agreement and the Contractor's proposal, this Agreement shall be considered controlling.

3. **WORK AUTHORIZATION PROCESS:** The Commission Contract Manager shall prepare a Work Authorization.(WA) directing the work the Contractor provides. All WA shall be in writing, numbered sequentially and approved by the Contractor's Project Manager and Commission's Contract Manager before beginning work. The Commission Contract Manager shall file all signed WA with the Commission Contracts Office. Each WA shall detail the following:

1. Detailed scope of work and what task the WA falls within related to this Agreement, objective or goals, the technology area and identification of the Contract/subcontractor team.
2. All significant materials to be developed or services delivered. Identification of any materials to be furnished by the Commission to the Contractor. The due dates for materials or services performed under the WA. The time period for entire WA.
3. Estimated budget including person hours, hourly rates, travel expenses, and total cost of the WA.

- A. The Commission reserves the right to require the Contractor to stop or suspend work on any WA. The Commission Contract Manager shall provide in writing to the Contractor's Project Manager notice of the date work is halted or suspended. Costs incurred to that date shall be reimbursed in accordance with the termination clause.

- B. The actual costs of a completed WA shall not exceed the authorized amount, except under the following condition:

If, in the performance of the work, the Contractor determines that the actual costs will exceed the estimated costs, Contractor shall immediately notify the Commission Contract Manager. Upon such notification, the Commission Contract Manager may:

- 1) Alter the scope of the WA to accomplish the work within the estimated costs; or
- 2) Augment the dollar amount of the WA via an amendment; or
- 3) Authorize the Contractor to complete the work for the actual costs; or
- 4) Terminate the WA.

- C. Each WA shall be incorporated into this Agreement. However, it is understood and agreed by both parties that all of the terms and conditions of this Agreement shall remain in force with the inclusion of any such WA. A WA shall in no way constitute an independent contract, other than as provided pursuant to this Agreement, nor in any way amends or supersedes any of the other provisions of this Agreement.

5. **CONFLICT OF INTEREST:**

- A. Contractor agrees to continuously review new and upcoming projects in which members of the Contractor team may be involved for potential conflicts of interest. Contractor shall report its findings in its progress report.
- B. Contractor shall submit a completed Fair Political Practices Commission Form 700, "Statement of Economic Interests" for each consultant directed by the Commission to file a statement.

- C. No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract which amounts to no more than 10 percent of the total monetary value of the consulting services contract.

D. 1) Bidding Activities:

Contractor and each subcontractor shall agree not to bid as a project developer or independent consultant on any of the following:

- a) An RFP or project in which Contractor or any subcontractor has provided assistance under this Contract.
- b) On every related RFP or subject that currently receives assistance or receives assistance during this Contract under \_\_\_\_\_ *[fill in program]* or intends to apply for such assistance under any of the above programs and makes that fact known to Contractor or Contractor team members.

2) Reviewing, Evaluation & Assistance Activities

Contractor and each team member shall be disqualified from participating in the review, evaluation, or assistance of:

- a) Any project seeking assistance under the programs listed above for which Contractor has become a project developer or independent consultant in a situation not covered by clause D.1; or,
- b) Any project for which, within twelve (12) months prior to the start date of this Contract or at any time during this Contract, it has provided assistance under a separate contract to the project proponent that is seeking assistance for the same project under any of the above programs.

3) Subcontractors

Contractor shall require each of its subcontractors at any level who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the Commission Contract Manager, and shall furnish the Commission with evidence thereof. The terms of this paragraph shall remain in effect for the duration of this Agreement.

4) Follow-on Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract, or a contract which includes a consulting component, may be awarded a contract for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a state agency to develop a feasibility study or provide formal recommendations for the acquisition of EDP products or services is precluded from contracting for any work recommended in the feasibility study or the formal recommendation.

## EXHIBIT F CONTACT PERSONS

<b>Commission Contract Manager:</b>  NAME, MS-XX California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone (916) NUMBER e-mail: <a href="mailto:NAME@energy.state.ca.us">NAME@energy.state.ca.us</a>	<b>Contractor Project Manager:</b>  (Name) (Contractor Name) Address  Phone: Fax: e-mail
<b>Commission Contract Officer:</b>  Elizabeth Stone, MS-18 California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: (916) NUMBER Fax: (916) 654-4423 e-mail: <a href="mailto:estone@energy.state.ca.us">estone@energy.state.ca.us</a>	<b>Contractor Contract Administrator:</b>  (Name) (Contractor Name) Address  Phone: Fax: e-mail
Deliver confidential deliverables to this location only.	
<b>Invoices, Progress Reports and Non-Confidential Deliverables to:</b>  Accounting Office, MS-2 California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: 916-654-4401	
<b>Legal Notices:</b>  Cheryl Raedel, MS-18 Manager, Contracts Office California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: 916-654-4392 Fax: 916-654-4423 e-mail: <a href="mailto:craedel@energy.state.ca.us">craedel@energy.state.ca.us</a>	